

EXHIBIT A

**AMERICAN ARBITRATION ASSOCIATION AND
INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION**

COMMERCIAL ARBITRATION RULES

Case Number: 01-21-0016-2306

Bosch Automotive Service Solutions Inc.

-vs-

Collision Sciences Inc.

Order on Software Audit

Arbitrator: Thomas W. Cranmer

The Parties to this Arbitration, Bosch Automotive Service Solutions, Inc. (“Bosch”) and Collision Sciences, Inc. (“Collision Sciences”), have negotiated in good faith the terms to govern the implementation of a software audit pursuant to the End User License Agreement (“EULA”) for the Bosch Crash Data Retrieval Tool Software (the “Bosch CDR Tool Software”) dated May 30, 2019. Having failed to fully agree on such terms, Claimant Bosch has requested the entry of this Order by the Arbitrator. Accordingly, having heard from the Parties and considered the issues, the Arbitrator hereby ORDERS a Software Audit to be conducted as follows:

Retention of Software Expert

1. Bosch has the exclusive right to select a third-party expert (“Software Expert”) to conduct the Software Audit. Bosch shall bear the costs of the Software Expert, subject to the requirement in §10.1 of the EULA that Collision Sciences reimburse Bosch for such costs if the Software Audit uncovers unauthorized use, reproduction, distribution, or other exploitation of the Bosch CDR Tool Software.

2. Bosch will promptly inform Collision Sciences of the selection of the Software Expert. Collision Sciences may object to the Software Expert only on the basis that such Software Expert: 1) is or employs any current or former employee of either party; 2) is a direct

competitor of Collision Sciences; 3) has a business relationship with Bosch other than dispute related services; or 4) has a prior major relationship with Collision Sciences. Any dispute over an objection to the Software Expert shall be promptly resolved by the Arbitrator.

3. Bosch will not be prohibited from using the Software Expert, nor will the Software Expert be prohibited from relying upon any information obtained during the Software Audit, for any purposes in any further proceedings within this Arbitration.

4. If Bosch intends to rely upon any conclusions and/or analysis produced by the Software Expert during this Arbitration, then such conclusions and/or analysis, as well as a list of all material relied upon, will be produced to Collision Sciences no more than forty-five (45) days after the Audit is completed.

5. Collision Sciences shall take all reasonable measures necessary to allow the Software Expert to complete the Software Audit as expeditiously as possible. In no event shall this paragraph be read as extending the deadlines set forth below, absent agreement of the parties.

Inventory & Access

6. Within five (5) business days of this Order, Collision Sciences shall provide Bosch the following:

(a) A listing of all personal computers ("PCs") and electronic devices used by Collision Sciences, and/or its employees, contractors, vendors, etc., that was used, or could have been used, to store, run, or access the Bosch CDR Tool Software (including any corresponding Bosch databases);

(b) Information related to any and all cloud storage utilized by Collision Sciences, including the name of the vendor and the approximate amount of data stored therein; and

(c) Information related to Collision Sciences' software code for its CrashScan application, and related components, including the programming language(s), the approximate size in bytes and the approximate number of lines of code.

7. Within seven (7) business days of this Order, Collision Sciences shall provide to the Software Expert read-only credentials to Collision Sciences' software code repository (e.g., Bitbucket) and to Collision Sciences' cloud storage resources. The credentials shall remain valid for the duration of the audit.

8. Within fourteen (14) business days of this Order, Collision Sciences shall provide the Software Expert with explanations, including supporting documentation (if any), sufficient in the Software Expert's opinion to understand how the CrashScan application identifies and selects the applicable data to retrieve for all supported vehicles, how it pulls the EDR data (including how it overcomes OEM security locks), how it interprets the data and how it translates the data into reports.

Searching and Analysis

9. Within fourteen (14) business days of this Order, or such other time as required by the Software Expert, Collision Sciences shall arrange for the Software Expert to have remote access to each of the devices identified in §6(a) above and shall either install, or allow for the installation of, one or more commercial search software tools, as directed by the Software Expert. Subject to the provisions of §11 below, the Software Expert shall be allowed to search each device, using the installed software tools. Collision Sciences may observe and/or record the activities of the Software Expert while remotely accessing a device, or request that the Software Expert record its activities. The Software Expert shall permanently delete any installed software tools at the conclusion of the Audit.

10. Subject to the provisions of §11 below, the Software Expert shall be permitted to search the Collision Sciences' software code repository (e.g., Bitbucket) and cloud storage resources using the read-only credentials provided above. The Software Expert shall keep a log of the dates and times of such access, and shall capture all activities performed while using such

credentials via screen-capture software or other similar means, which information shall be provided to Collision Sciences at the conclusion of the Audit.

11. Prior to conducting any search on the devices, within the software code repository, or in the cloud storage resources, Bosch or the Software Expert shall provide to Collision Sciences an initial list of keyword search terms to be used for such search. The Software Expert shall not be prohibited from utilizing additional keyword search terms or search methodologies, provided that any additional search terms or methodologies shall be disclosed to Collision Sciences within seven (7) business days of the conclusion of the Audit. In no event shall the Software Expert conduct any activities which are not specifically described in this Order without the prior written consent of Collision Sciences.

12. No employee of Bosch (including in-house counsel) shall be permitted to access or view the Software Expert's direct searching of Collision Sciences' resources, nor any recording (via screen capture or otherwise) of the Software Expert's activities.

13. Bosch shall promptly notify Collision Sciences of the conclusion of the audit.

14. Except for any recording (via screen capture or otherwise) of the Software Expert's activities, neither Bosch nor the Software Expert shall be under any obligation to disclose to Collision Sciences the results of the Software Audit, or the analysis or opinions of the Software Expert, unless such results, analysis or opinions will be relied on by Bosch in this arbitration proceeding, or as a basis to require reimbursement of the audit costs. A copy of any recording of the Software Expert's activities identified in Paragraphs 9 and 10 shall be provided to Collision Sciences at the conclusion of the Audit.

Confidentiality

15. All information shared by either Party shall be deemed "Confidential," and will not be able to be used outside of this Arbitration;

16. Either Party may designate material provided by it to the other party as Attorneys' Eyes Only (which, for these purposes, shall also be accessible to the Software Expert);

17. All materials collected, including any screen capture recordings mentioned above, shall be destroyed at the conclusion of this Arbitration proceeding.

Enforcement

18. All disputes regarding the Software Audit shall be exclusively resolved by the Arbitrator.

19. Nothing in this Order shall prevent Collision Sciences from objecting to any proposed keyword search terms or search methodologies or raising any issues relating to the Audit with the Arbitrator.

Dated: April 20, 2022



Thomas W. Cranmer, Arbitrator

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